

mation as required by Section 2(b) of the Act.

Government of Malaysia as a client of

Other purpose (specify) To register the

Ruder & Finn.

esu No. 43-R226.5

| Ė.                              |   |                   | ES DEPARTMENT OF JUSTICE<br>INGTON, D.C. 20530        |
|---------------------------------|---|-------------------|---|
| ر<br>ان ک <mark>و پو</mark> لون | 3 / <b>?</b> 11   | AMENDMENT TO      | REGISTRATION STATEMENT                                |
| 2127.                           | HUR SECTION   |                   | t to the Foreign Agents<br>n Act of 1938, as amended. |
| Ruder<br>110 Ea                 | of Registrant<br>& Finn Incorp<br>st 59th Stree<br>rk, New York | t                 | 2. Registration No.                                   |
| 3. This a                       | mendment is filed   | to accomplish the | e following indicated purpose or purposes:            |
|                                 | To correct a de   | eficiency in      | To give a 10-day notice of a change in infor-         |

4. If this amendment requires the filing of a document or documents, please list-Exhibit A Exhibit B

Initial Statement

To give notice of change in an

exhibit previously filed.

for \_

Supplemental Statement

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

The Government of Malaysia retained Ruder & Finn Incorporated as a public relations agency effective July 15, 1971. Please see copy of contract attached to Exhibit B.

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)

Treasurer

Subscribed and sworn to before me at New York, New York

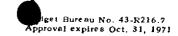
this 23rd day of

JOSEPHINE L. COLON
Notary Public, State of New York
No. 41-0714870-Qual. in Queens Co.
My commission expires Certificate filed in New York County

Commission Expires March 30, 1973

Desephine L. Colon

# UNITED STATES DEPARTMENT OF JUSTACE WASHINGTON, D.C. 20530



### EXHIBIT A

JUL 23 3 20 FW 71

### TO REGISTRATION STATEMENT

REGISTRATION SECTION Under the Foreign Agents Registration Act of 1938, as amended

| 1. Name and address of registrant Ruder & Finn Incorporated      |  | 2. Registration No.    |
|--|--|------------------------|
| 110 East 59th Street<br>New York, New York 10022                 | 1481   |                        |
| 3. Name of foreign principal  Government of Malaysia             | 4. Principal address of foreign principal Government of Malaysia Ministry of Commerce & Indust |                        |
| 5. Indicate whether your foreign princ                           | cipal is one of the following type   | Kuala Lampur, Malaysia |
| X Foreign government   |  |                        |
| Foreign political party  |  |                        |
| [] Foreign or [] domestic orga                                   | nization: If either, check one of  | the following:         |
| Partnership  | Committee  |                        |
| Corporation  | Voluntary group  |                        |
| Association  | Other (specify)  |                        |
| []] Individual - State his nationali                             |  |                        |
| . If the foreign principal is a foreign                          | government, state:   |                        |
| a) Branch or agency represented by                               | y the registrant.  |                        |
| Ministry of Commerce &   | Industry   |                        |
| b) Name and title of official with w<br>Nasruddin bin Mohamed, S |  |                        |
| If the foreign principal is a foreign                            | political party, state:  |                        |
| a) Principal address   | TERMINA  | TED 7-15-7/            |
| b) Name and title of official with w                             | hom the registrant deals.  | 5 9-27-7/              |
| c) Principal aim   |  |                        |
|  | Not Applicable   |                        |

Not applicable

a) State the nature of the business or activity of this foreign principal

| b) Is this foreign principal   |   |                                   |            |
|--|---|-----------------------------------|------------|
| Owned by a foreign govern  | ment, foreign political party, or other fore  | eign principalYes                 | No 🗌       |
| Directed by a foreign gover  | nment, foreign political party, or other fo   | reign principalYes                | No 🗀       |
| Controlled by a foreign gov  | vernment, foreign political party, or other   | foreign principalYes              | No 🗀       |
| Financed by a foreign gove   | ernment, foreign political party, or other fo                                       | oreign principalYes               | No [       |
| Subsidized in whole by a for   | oreign government, foreign political party  | , or other foreign<br>Yes         | No [       |
| Subsidized in part by a fore principal                               | eign government, foreign political party, o   | or other foreign<br>Yes           | _ No       |
| 9. Explain fully all items answer be used.)                          | red ''Yes'' in Item 8(b). (If additional sp   | ace is needed, a full inser       | t page may |
|  | Not Applicable  |                                   |            |
|  |   |                                   |            |
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|  |   |                                   |            |
|  |   | , <u>.</u>                        | -          |
| 10. If the foreign principal is an opposition party or other foreign | organization and is not owned or controllent principal, state who owns and controls | ed by a foreign government<br>it. | , foreign  |
|  | Not Applicable  |                                   |            |
|  |   | 200                               |            |
| Date of Exhibit A 7/23/71  | Name and Title Charles Lipton, Treasurer  | Signature                         | 20         |
|  |   | •                                 |            |

Form DJ-304 (Rev. 3-30-67)

Budget Bureau No. 43-R435 Approval Expires Oct. 31, 1971

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## UNITED STATES DEPARTMENT OF JUSTICE Washington, D.C. 20530

#### **EXHIBIT B**

### TO REGISTRATION STATEMENT Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in duplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Name of Registrant

Ruder & Finn Incorporated
110 East 59th Street
New York, New York 10022

Name of Foreign Principal

Government of Malaysia

Ministry of Commerce & Industry

Kuala Lampur, Malaysia

### Check Appropriate Boxes:

| l. | <b>x</b> | The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach two copies of the contract to this exhibit.  |
|----|----------|--|
| 2. |          | There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach two copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.              |
| 3. |          | The agreement or understanding between the registrant and foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received. |

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To encourage American investment in Malaysia through counselling, planning and working on specific public relations projects, writing and distributing releases, feature stories and interviews with editors and presenting the client to various segments of the Trade press.

| 1143111  | Treasurer  | 1 / If                                |
|--|--|---------------------------------------|
| 7/23/71  | Charles Lipton                                     | O guardie                             |
| Date of Exhibit B  | Name and Title                                     | Signature /7                          |
|  |  |                                       |
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|  |  |                                       |
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| · passage de la minacine da .                                    | ogether with the means to be empte                 | yed to achieve this pulpose.          |
| If yes, describe all such poli<br>or policies to be influenced t | tical activities indicating, among o               | other things, the relations, interest |
| . Will the activities on behalf of Section 1(0) of the Act?1/    | of the above foreign principal inclu<br>Yes No _x_ | de political activities as defined i  |
|  |  |                                       |
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| Please see answer to qu  | estion 4 and copy of contrac                       | st.                                   |
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LESISTER TICH SECTION

AGREEMENT made on 17th June, 1971 between RUDER & FINN, New York of New York City and THE GOVERNMENT OF MALAYSIA hereinafter called the "Client".

The parties agree to the following:

- 1. The Client confirms that it is retaining Ruder & Finn New York as Public Relations Counsel effective
  for a period of twelve months from 15th July, 1971.
  - 2. Ruder & Finn will allocate staff time to public relations activities on behalf of the Client. This time will be spent on such activities as counselling, creating, planning and working on specific public relations projects, writing and distributing releases and representing the Client to various segments of the public. Approximate time requirements for the execution of the Client's PR program and the nature of the staff time charges as set forth in section 3 below will be reviewed with the Client in advance of assignment of personnel to the work.
  - 3. During the year, Ruder & Finn will concentrate on generating increased enquiries and concrete examples of investment interest in Malaysia on the part of North American and international companies, particularly in the following industrial categories:
    - 1. Electronics
    - 2. Agro-based industries
    - 3. Food processing
    - 4. Timber-based industries
    - 5. Rubber-based industries

- 6. Tin-based industries
- 7. Other resource-based industries
- 8. Plastics-fabrication industries
- Other industries as may be requested by the Federal Industrial Development Authority, Malaysia.

Within six (6) weeks from the effective date of the agreement, a one-year public relations plan will be submitted to the Ministry of Commerce and Industry/Federal Industrial Development Authority, Malaysia, outlining specifically what will be done by Ruder & Finn. This program will then be submitted to the Government for approval before it is put into effect.

4. The fee of Ruder & Finn, New York will be US\$65,000 per year for management counsel, formulation and overall supervision of the client's public relations program by the senior management group of Ruder & Finn's New York office. This is payable in monthly installments of US\$5,416.66.

Services by all other offices of Ruder & Finn are billable at additional, prevailing inter-office billing rates.

Services by our domestic and international field network are billable to the client at agreed upon rates based on the nature of the field assignment.

However, the top figure for the annual budget will not exceed US395,000 including fees and all expenses.

5. The Client agrees to deposit with Ruder & Finn the sum of US\$5,000 to be used as a revolving credit against which such out-of-pocket disbursements, when approved by the

Client, may be baid. Ruder & Finn agrees to refund promptly to the Client any unspent balance remaining therein at the completion of this agreement or extension thereof.

- 6. Services rendered the Client by Research & Forecasts, Inc., The Publications Section, Inc., P.R. Production Co., Inc., Ruder, Finn & Fujita, Inc., Ruder & Finn International, Inc., and other subsidiaries of Ruder & Finn Incorporated may be billed with the Client's approval on the invoices of such subsidiaries or contained in the monthly expense invoices of Ruder & Finn.
- 7. Retainer fees are billable in advance and invoices are mailed on the first of every month or as of the contract date. Expenses incurred in accordance with program requirements are billed monthly, usually within two or three weeks after the end of the month. Payment of fees and expenses is due within thirty (30) days from the date of receipt of invoice. All major expenses are cleared with the Client before they are incurred.
- 8. This agreement may be terminated by either party at any time, upon thirty days' notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

By Man Meissman Stenden Cade, Frim NY
RUDER & FINN (TITLE)

Narraddin bin Mohamed, Secretary-General, Ministry of Commerce & Industry, Malaysia.